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13 *Attorneys for Plaintiff,*
14 *Gary Quinones*

15 IN THE UNITED STATES DISTRICT COURT
16 FOR THE DISTRICT OF ARIZONA

17 Gary Quinones,
18
19 Plaintiff,

20 vs.

21 Trans Union, LLC,
22 a Delaware limited liability company,
23 First Premier Bank,
24 a South Dakota Corporation;
25 and Crescent Bank and Trust,
26 a Louisiana Corporation,
27 Defendants.
28

Case No.:

COMPLAINT

JURY TRIAL DEMANDED

1 NOW COMES THE PLAINTIFF, GARY QUINONES, BY AND THROUGH
2 COUNSEL, TRINETTE G. KENT, and for his Complaint against the Defendants,
3
4 pleads as follows:

5 **JURISDICTION**

- 6
7 1. Jurisdiction of this court arises under the Fair Credit Reporting Act (“FCRA”)
8 15 U.S.C. §1681, *et seq.*, and 28 U.S.C. §§1331, 1337.
9
10 2. This is an action brought by a consumer for violation of the Fair Credit
11 Reporting Act (15 U.S.C. §1681, *et seq.* [hereinafter “FCRA”]).

12 **VENUE**

- 13
14 3. The transactions and occurrences which give rise to this action occurred in the
15 City of Surprise, Maricopa County, Arizona.
16
17 4. Venue is proper in the District of Arizona, Phoenix Division.

18 **PARTIES**

- 19 5. The Defendants to this lawsuit are:
20 a. Trans Union, LLC (“Trans Union”), which is an Delaware company that
21 maintains a registered agent in Maricopa County, Arizona;
22
23 b. First Premier Bank (“First Premier”), which is a South Dakota company
24 that conducts business in Maricopa County, Arizona; and
25
26 c. Crescent Bank and Trust (“Crescent Bank”), which is a Louisiana
27 company that conducts business in Maricopa County, Arizona.
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GENERAL ALLEGATIONS

6. The following furnishers are reporting their trade lines (“Errant Trade Lines”) on Mr. Quinones’s Trans Union credit file with multiple “Charged-off” language:
 - a. First Premier Bank, Account Number: 517800781666XXXX; and
 - b. Crescent Bank and Trust, Account Number: 10034XXXX.
7. In approximately December 2014, Mr. Quinones disputed the Errant Trade Lines.
8. On or about May 1, 2015, Mr. Quinones obtained his Trans Union credit file and noticed that the multiple “KD” language was continuing to report on the Errant Trade Lines.
9. On or about July 1, 2015, Mr. Quinones submitted a letter to Trans Union, disputing the multiple “KD” language on the Errant Trade Lines.
10. Upon information and belief, Defendant Trans Union forwarded Mr. Quinones’s dispute to Defendants First Premier and Crescent Bank.
11. On or about July 28, 2015, Mr. Quinones received Trans Union’s investigation results, which showed that Crescent Bank and First Premier both retained multiple “Charged-off” language on the Errant Trade Lines.

COUNT I

**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT
BY FIRST PREMIER**

12.Plaintiff re-alleges the above paragraphs as if recited verbatim.

13.After being informed by Trans Union of Mr. Quinones’s consumer dispute regarding the Errant Trade Lines, First Premier negligently failed to conduct a proper reinvestigation of Mr. Quinones’ disputes as required by 15 USC 1681s-2(b).

14.First Premier negligently failed to review all relevant information available to it and provided by Trans Union in conducting its reinvestigation as required by 15 USC 1681s-2(b). Specifically, it failed to direct Trans Union to remove the multiple “charged-off” language from the Errant Trade Line from Mr. Quinones’s consumer credit report.

15.The Errant Trade Line is inaccurate and creating a misleading impression on Mr. Quinones’s consumer credit file with Trans Union to which it is reporting such trade line.

16.As a direct and proximate cause of First Premier’s negligent failure to perform its duties under the FCRA, Mr. Quinones has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

1 17.First Premier is liable to Mr. Quinones by reason of its violations of the FCRA
2 in an amount to be determined by the trier fact, together with reasonable
3 attorneys' fees pursuant to 15 USC 1681o.
4

5 18.Mr. Quinones has a private right of action to assert claims against First Premier
6 arising under 15 USC 1681s-2(b).
7

8 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
9 against First Premier for damages, costs, interest, and attorneys' fees.
10

11 **COUNT II**

12 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
13 **FIRST PREMIER**

14 19.Plaintiff re-alleges the above paragraphs as if recited verbatim.

15 20.After being informed by Trans Union that Mr. Quinones disputed the accuracy
16 of the information it was providing, First Premier willfully failed to conduct a
17 proper reinvestigation of Mr. Quinones' dispute.
18

19 21.First Premier willfully failed to review all relevant information available to it
20 and provided by Trans Union as required by 15 USC 1681s-2(b).
21

22 22.As a direct and proximate cause of First Premier's willful failure to perform its
23 respective duties under the FCRA, Mr. Quinones has suffered damages, mental
24 anguish, suffering, humiliation, and embarrassment.
25

26 23.First Premier is liable to Mr. Quinones for either statutory damages or actual
27 damages he has sustained by reason of its violations of the FCRA in an amount
28

1 to be determined by the trier of fact, together with an award of punitive damages
2 in the amount to be determined by the trier of fact, as well as for reasonable
3 attorneys' fees that he may recover therefore pursuant to 15 USC 1681n.
4

5 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
6 against First Premier for the greater of statutory or actual damages, plus punitive
7 damages, along with costs, interest, and attorneys' fees.
8

9 **COUNT III**

10 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**
11 **BY CRESCENT BANK**
12

13 24. Plaintiff re-alleges the above paragraphs as if recited verbatim.
14

15 25. After being informed by Trans Union of the Plaintiff's consumer dispute
16 regarding the Errant Trade Line, Crescent Bank negligently failed to conduct a
17 proper reinvestigation of Mr. Quinones's dispute as required by 15 USC 1681s-
18 2(b).
19

20 26. Crescent Bank negligently failed to review all relevant information available to
21 it and provided by Trans Union in conducting its reinvestigation as required by
22 15 USC 1681s-2(b). Specifically, it failed to direct Trans Union to remove the
23 multiple "charged-off" language from the Errant Trade Lines from Mr.
24 Quinones's consumer credit report.
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27
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1 27.The Errant Trade Line is inaccurate and creating a misleading impression on
2 Mr. Quinones's consumer credit file with Trans Union to which it is reporting
3 such trade line.
4

5 28.As a direct and proximate cause of Crescent Bank's negligent failure to perform
6 its duties under the FCRA, Mr. Quinones has suffered damages, mental
7 anguish, suffering, humiliation, and embarrassment.
8

9 29.Crescent Bank is liable to Mr. Quinones by reason of its violations of the FCRA
10 in an amount to be determined by the trier fact, together with reasonable
11 attorneys' fees pursuant to 15 USC 1681o.
12

13 30.Mr. Quinones has a private right of action to assert claims against Crescent
14 Bank arising under 15 USC 1681s-2(b).
15

16 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
17 against Crescent Bank for damages, costs, interest, and attorneys' fees.
18

19 **COUNT IV**

20 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
21 **CRESCENT BANK**

22 31.Plaintiff re-alleges the above paragraphs as if recited verbatim.
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24 32.After being informed by Trans Union that Mr. Quinones disputed the accuracy
25 of the information it was providing, Crescent Bank willfully failed to conduct a
26 proper reinvestigation of Mr. Quinones's dispute.
27
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1 33.Crescent Bank willfully failed to review all relevant information available to it
2 and provided by Trans Union as required by 15 USC 1681s-2(b).

3
4 34.As a direct and proximate cause of Crescent Bank's willful failure to perform
5 its respective duties under the FCRA, Mr. Quinones has suffered damages,
6 mental anguish, suffering, humiliation, and embarrassment.
7

8 35.Crescent Bank is liable to Mr. Quinones for either statutory damages or actual
9 damages he has sustained by reason of its violations of the FCRA in an amount
10 to be determined by the trier of fact, together with an award of punitive damages
11 in the amount to be determined by the trier of fact, as well as for reasonable
12 attorneys' fees that he may recover therefore pursuant to 15 USC 1681n.
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15 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
16 against Crescent Bank for the greater of statutory or actual damages, plus punitive
17 damages, along with costs, interest, and attorneys' fees.
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19 **COUNT V**

20 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
21 **TRANS UNION**

22 36.Plaintiff re-alleges the above paragraphs as if recited verbatim.
23

24 37.Defendant Trans Union prepared, compiled, issued, assembled, transferred,
25 published, and otherwise reproduced consumer reports regarding Mr. Quinones
26 as that term is defined in 15 USC 1681a.
27
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1 38. Such reports contained information about Mr. Quinones that was false,
2 misleading, and inaccurate.

3
4 39. Trans Union negligently failed to maintain and/or follow reasonable procedures
5 to assure maximum possible accuracy of the information it reported to one or
6 more third parties pertaining to Mr. Quinones, in violation of 15 USC 1681e(b).

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8 40. After receiving Mr. Quinones' consumer dispute to the Errant Trade Lines,
9 Trans Union negligently failed to conduct a reasonable reinvestigation as
10 required by 15 U.S.C. 1681i.

11
12 41. As a direct and proximate cause of Trans Union's negligent failure to perform
13 its duties under the FCRA, Mr. Quinones has suffered actual damages, mental
14 anguish and suffering, humiliation, and embarrassment.

15
16 42. Trans Union is liable to Mr. Quinones by reason of its violation of the FCRA in
17 an amount to be determined by the trier of fact together with his reasonable
18 attorneys' fees pursuant to 15 USC 1681o.

19
20 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
21 against Trans Union for actual damages, costs, interest, and attorneys' fees.

22
23 **COUNT VI**

24 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
25 **TRANS UNION**

26 43. Plaintiff re-alleges the above paragraphs as if recited verbatim.
27
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1 44. Defendant Trans Union prepared, compiled, issued, assembled, transferred,
2 published and otherwise reproduced consumer reports regarding Mr. Quinones
3 as that term is defined in 15 USC 1681a.
4

5 45. Such reports contained information about Plaintiff that was false, misleading,
6 and inaccurate.
7

8 46. Trans Union willfully failed to maintain and/or follow reasonable procedures to
9 assure maximum possible accuracy of the information that it reported to one or
10 more third parties pertaining to Mr. Quinones, in violation of 15 USC 1681e(b).
11

12 47. After receiving Mr. Quinones' consumer dispute to the Errant Trade Lines,
13 Trans Union willfully failed to conduct a reasonable reinvestigation as required
14 by 15 U.S.C. 1681i.
15

16 48. As a direct and proximate cause of Trans Union's willful failure to perform its
17 duties under the FCRA, Mr. Quinones has suffered actual damages, mental
18 anguish and suffering, humiliation, and embarrassment.
19

20 49. Trans Union is liable to Mr. Quinones by reason of its violations of the FCRA
21 in an amount to be determined by the trier of fact, together with his reasonable
22 attorneys' fees pursuant to 15 USC 1681n.
23

24 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a
25 judgment against Defendant Trans Union for the greater of statutory or actual
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1 damages, plus punitive damages along with costs, interest, and reasonable attorneys'
2 fees.
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5 **JURY DEMAND**

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7 Plaintiff hereby demands a trial by Jury.

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9 DATED: October 6, 2015

NITZKIN & ASSOCIATES

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11 By: /s/ Trinette G. Kent
12 Trinette G. Kent
13 Attorneys for Plaintiff,
14 Gary Quinones
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